

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

_____	x	
STATE OF NEW YORK, and JOSEPH	:	
MARTENS, as COMMISSIONER OF NEW	:	
YORK STATE DEPARTMENT OF	:	
ENVIRONMENTAL CONSERVATION,	:	06-CV-1133
	:	(SJF)(ARL)
Plaintiffs,	:	
	:	<u>CONSENT DECREE</u>
vs.	:	
	:	
NEXT MILLENNIUM REALTY, LLC,	:	
et al.,	:	
	:	
Defendants.	:	
_____	x	

Plaintiffs, the State of New York and Joseph Martens, the Commissioner of the New York State Department of Environmental Conservation (“DEC”) (collectively, the “State”) agree as follows with the following parties (collectively, “Settling Defendants”):

- Defendants Arkwin Industries, Inc., the Estate of Daniel Berlin, and Thomas Molloy (sued as Thomas Malloy) (the “Arkwin Defendants”);
- Defendants Tishcon Corp. a/k/a Tishcon Corporation, Kamal Chopra, and Joe Elbaz (the “Tishcon Defendants”);
- Defendant Equity Share I Associates (the “Equity Defendant”);
- Defendants Island Transportation Corporation and 2632 Realty Development Corporation (the “299 Main Street Defendants”);
- Defendants C&O Realty Co. and William Gross (the “C&O Defendants”);
- Defendant IMC Eastern Corporation, f/k/a IMC Magnetics Corp., and NMB (USA) Inc. (“IMC Defendants”);

- Defendant Grand Machinery Exchange, Inc. sued as Grand Machinery, Inc. (“Grand Machinery Defendant”);¹ and
- Defendants Atlas Graphics, Inc., H.D.P. Printing Industries Corp., and Richard Degenhardt (sued as Richard Degenhart) (the “Atlas Defendants”), (collectively, the “Settling Direct Defendants”); and
- Third party defendants GTE Corporation (sued as General Telephone and Electronic Corp.), GTE Operations Support Incorporated, Verizon Communications Inc. (also sued as Verizon Communications, Inc.) and Verizon New York Inc. (sued as Verizon New York, Inc.) (collectively, the “GTEOSI Defendants”) and Osram Sylvania Inc., formerly known as GTE Sylvania Incorporated and Sylvania Electric Products, Inc., sued as Sylvania Electric Products Incorporated (referred to herein as the “Sylvania Defendant” and together with the GTEOSI Defendants (collectively, the “GTEOSI/Sylvania Defendants”);
- Third party defendants Vishay Intertechnology, Inc., improperly sued Individually and as an alleged successor to Vishay General Semiconductor, Inc., General Semiconductor, Inc., and General Instruments Corporation; Vishay GSI, Inc. individually and as successor to Vishay General

¹ Another named defendant, Paul Merandi, was alleged by the Plaintiffs in the Second Amended Complaint, to have individual liability due to his decision-making role for defendant Grand Machinery Exchange, Inc.; Mr. Merandi was granted summary judgment in August 2012 (ECF No. 297); the State did not intend to appeal the decision granting summary judgment as to Mr. Merandi but erroneously named him in its appeal and parties corrected this error. *See* Order, Appeal No. cv-12-2894 (2d Cir. 2012). As such, Mr. Merandi is not a defendant in this action.

Semiconductor Inc., General Semiconductor, Inc., and General Instruments Corporation; Vishay Mic Technology, Inc. (now known as Vishay Sprague, Inc.), improperly sued individually and as an alleged successor to General Semiconductor, Inc. and General Instruments Corporation; General Instruments Corporation (collectively, the “Vishay/General Instruments Defendants”); and

- Sulzer Metco (US) Inc. f/k/a Perkin Elmer, n/k/a Oerlikon Metco (US) Inc. (the “Sulzer Metco Defendant”),
- (collectively the “Settling Upgradient Defendants”);

WHEREAS, on March 13, 2006, the State commenced this action against the Settling Direct Defendants pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), and New York’s common law of public nuisance, restitution, and indemnification seeking to recover response costs that have been and will be incurred by the State in responding to the release or threatened release of hazardous substances at the properties located at 299 Main Street, Westbury, New York (the “299 Main Street Site”) (Site No. 1-30-043S on the New York State Registry of Inactive Hazardous Waste Disposal Sites (“Registry”)); 570 Main Street (the “IMC Site”) (Registry Site No. 1-30-0430A); 648, 656, 662, and 670 Main Street and 66 Brooklyn Avenue in North Hempstead, New York (the “Arkwin Site”) (Registry Site No. 1-30-043D); 30-36 New York Avenue, and 30-33 Brooklyn Avenue in North Hempstead, New York (the “Tishcon Site”) (Registry Site No. 1-30-043E); 125 State Street in North Hempstead, New York (the “Tishcon-C&O Site”) (Registry Site No. 1-30-043C); 29 New York Avenue in North Hempstead, New York (the “Tishcon-Equity Site”) (Registry Site

No. 1-30-043V); 36 Sylvester St., Westbury, New York (the “Grand Machinery Site”) (Registry Site No. 1-30-043U); and 567 Main St., Westbury, New York (the “Atlas Site”) (Registry Site No. 1-30-43B)(collectively, the “Sites”), all of which are located in the New Cassel Industrial Area (“NCIA”), and for injury to natural resources resulting from those releases;

WHEREAS, on May 20, 2008, the State alleged in its Second Amended Complaint (the “Complaint”) that the Settling Direct Defendants are acting and have acted as “operators,” within the meaning of CERCLA § 101(20)(A)(ii), 42 U.S.C. § 9601(20)(A)(ii), and/or are the “owners,” within the meaning of CERCLA § 101(20)(A)(ii), 42 U.S.C. § 9601(20)(A)(ii), of their respective Sites and are jointly and severally liable for all response costs incurred, and to be incurred, by the State in responding to releases of hazardous substances in and migrating from the NCIA, (including Operable Unit 3 (OU 3), comprised of contaminated groundwater downgradient from the NCIA), and are each liable for all response costs incurred, or to be incurred, by the State in responding to releases of hazardous substances at each Settling Direct Defendant’s respective Sites, pursuant to CERCLA §§ 107(a)(2) and 113(g)(2), 42 U.S.C. §§ 9607(a)(2), 9613(g)(2);

WHEREAS, the State alleged in the Complaint that it has incurred nearly \$5,000,000 in response costs with regard to the NCIA not inconsistent with the National Oil and Hazardous Substances Pollution Contingency Plan (40 C.F.R. Part 300) (the “NCP”), and alleged that it will continue to incur costs in connection with its response actions at the NCIA;

WHEREAS, the State brought the same claims against non-settling defendants, including “the Frost Street Defendants” (Next Millennium Realty, LLC, 101 Frost Street Associates, L.P., 101 Frost Street Corporation, Emily Spiegel, individually and as trustee under an agreement of trust for the benefit of Pamela Spiegel and Lisa Spiegel, and Jerry Spiegel (the latter two defendants having been succeeded by Pamela Spiegel Sanders and Lise Spiegel Wilks, as executor of the Last Wills and Testaments of, and duly authorized administrators of the Estate of Emily Spiegel and Jerry Spiegel) with respect to the release or threatened release of three adjacent properties at 89 Frost Street, North Hempstead, New York (Registry Site No. 1-30-43L), 101 Frost Street, North Hempstead, New York (Registry Site No. 1-30-43I), and 770 Main Street, North Hempstead, New York (Registry Site No. 1-30-43M) (the “Frost Street Sites”), all of which are also located in the NCIA;

WHEREAS, the Frost Street Defendants brought third-party claims in this action against the Settling Upgradient Defendants on the ground that contamination emanating from the Settling Upgradient Defendants’ three sites upgradient of the NCIA migrated onto and past the Frost Street Sites;

WHEREAS, the Settling Upgradient Defendants’ sites upgradient of the NCIA are the GTEOSI/Sylvania Defendants’ site at 70 Cantiague Rock Rd (Registry Site No. 13-0-040), 100 Cantiague Rock Road, and 140 Cantiague Rock Road, Hicksville, New York (“GTEOSI/Sylvania Site”); the Vishay/General Instruments Defendants’ site at 600 West John Street, Hicksville, New York (Registry Site No. 1-30-020) (“Vishay/General Instruments Site”); and the Sulzer Metco Defendant’s site at 1101 Prospect Ave., Westbury, New York (Registry Site No. 13-01-78) (“Sulzer Metco Site”) (collectively, the “Upgradient Sites”);

WHEREAS, the United States took over responsibility for groundwater contamination downgradient of the NCIA in 2011 after the federal government determined that the New Cassel/Hicksville Groundwater Contamination Site (the “NPL Site”), which included areas of groundwater contamination downgradient of the NCIA and downgradient of the GTEOSI/Sylvania Site, Vishay/General Instruments Site and the Sulzer Metco Site, qualified for inclusion in the National Priorities List of hazardous waste sites in need of comprehensive remediation;

WHEREAS, during the pendency of this case, and without any admission of liability, the State and the Settling Defendants engaged in settlement discussions regarding reimbursement of the State for its response costs and the State’s claim for injury to natural resources;

WHEREAS, the State investigated the Atlas Defendants’ financial circumstances and determined that an “ability to pay” settlement was proper considering their financial circumstances;

WHEREAS, the State and the Settling Defendants (collectively, the “Parties”) desire to enter into this Decree in order to fully and finally resolve all claims that have been, and could now or hereafter be asserted by the Parties with respect to the Matters Addressed as defined below without the necessity or further expense of prolonged and complex litigation, and without admission of liability, adjudication or determination of any issue of fact or law, and the State has determined that settlement of its claims against the Settling Defendants in accordance with the terms set forth below is practicable and in the best interest of the public.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE UNDERSIGNED AS FOLLOWS:

PURPOSE AND SCOPE OF THIS DECREE

1. The purpose of this Decree is to resolve claims set forth in the Complaint and any other claims which could have been made by the State against the Settling Defendants, including any liability of the Upgradient Settling Defendants, with regard to the Matters Addressed, defined in Paragraph 2 below, and subject to Paragraph 26 below; to release the Settling Defendants from liability for the Matters Addressed; and to provide full and complete contribution protection to the Settling Defendants with regard to the Matters Addressed pursuant to CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2).

2. “Matters Addressed,” as that term is used in this Decree, is defined to include claims that were, or could now or hereafter be, asserted by the State against the Settling Defendants arising out of or in connection with the disposal, release, and/or threat of release of hazardous substances at or from the NCIA and/or at or from the sites alleged to have been owned or operated by the Settling Direct Defendants and/or at or from the Upgradient Sites, including but not limited to any and all injuries to natural resources. “Matters Addressed” does not include (1) the State’s claims for costs (except against the Estate of Daniel Berlin) that may be incurred by the State in the future to the extent that the United States seeks costs from the State or the State incurs costs for maintenance of response actions undertaken for the United States arising out of or in connection with the disposal, release, and/or threat of release of hazardous substances at or from the NCIA and/or at or from the sites alleged to have been owned or operated by the Settling Defendants under CERCLA § 104(c)(3), 42 U.S.C. § 9604(c)(3) and applicable federal regulations and guidance documents or (2) the State’s claims for costs against the Upgradient Defendants that may be incurred by the State (but not claims for natural

resource damages) in connection with the disposal, release, and/or threat of release of hazardous substances at or from the Upgradient Sites outside of (a) the NCIA or (b) the contaminated groundwater downgradient from the NCIA in the State's OU 3.

JURISDICTION

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 9613(b). Settling Defendants hereby waive all objections and defenses they may have to the jurisdiction of the Court or to venue in this District. The Court shall have continuing jurisdiction to enforce the terms of this Decree and to resolve any disputes that may arise hereunder.

PARTIES BOUND

4. This Decree shall apply to, and be binding upon, the State including its departments, agencies, and instrumentalities, and shall apply to and be binding upon Settling Defendants, their heirs, agents, successors, representatives, insurers and assigns. Each signatory represents that he or she is fully and legally authorized to enter into the terms and conditions of this Decree and to bind the party on whose behalf he or she signs. Any change in ownership or corporate status of the Settling Defendants, including any transfer of assets or real or personal property, shall in no way alter their responsibilities under this Decree.

DEFINITIONS

5. Unless otherwise expressly defined herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations.

DISCLAIMER OF ADMISSIONS AND DENIALS

6. Nothing in this Decree shall constitute, or be construed as an admission or adjudication of liability on any issue of law or fact.

7. Nothing in this Decree shall constitute evidence that costs or natural resource damages are divisible or can be apportioned among the Defendants.

8. The Settling Defendants are entering into this Decree as a compromise of disputed claims and in doing so do not admit or deny any liability, wrongdoing or fault under any of the claims alleged against them in the Complaint.

**PAYMENT OF STATE RESPONSE COSTS
AND NATURAL RESOURCE DAMAGES**

9. The Arkwin Defendants shall pay the total amount of \$475,000 to the State within thirty (30) days of the Effective Date of this Decree as defined below. Payment in full of \$475,000 will constitute full satisfaction of the Arkwin Defendants' obligations pursuant to this Decree.

10. The Tishcon Defendants shall pay the total amount of \$475,000 to the State within thirty (30) days of the Effective Date of this decree as defined below. Payment in full of \$475,000 will constitute full satisfaction of the Tishcon Defendants' obligations pursuant to this Decree.

11. The Equity Defendant shall pay the total amount of \$275,000 to the State as follows: (1) an initial payment of \$50,000 within thirty (30) days of the Effective Date of this Decree as defined below; (2) quarterly payments of \$20,500 beginning ninety (90) days after the Initial Payment and continuing every ninety (90) days thereafter until ten such payments are made; (3) a final payment of \$20,000 ninety (90) days after the last such quarterly payment. Payment in full of \$275,000 will constitute full satisfaction of the Equity Defendant's obligations pursuant to this Decree.

12. The C&O Defendants shall pay the total amount of \$275,000 to the State within thirty (30) days of the Effective Date of this decree as defined below. Payment in full of \$275,000 will constitute full satisfaction of the C&O Defendants' obligations pursuant to this Decree.

13. The 299 Main Street Defendants shall pay the total amount of \$225,000 to the State within thirty (30) days of the Effective Date of this decree as defined below. Payment in full of \$225,000 will constitute full satisfaction of the 299 Main Street Defendants' obligations pursuant to this Decree.

14. The IMC Defendants shall pay the total amount of \$350,000 to the State within thirty (30) days of the Effective Date of this Decree as defined below. Payment in full of \$350,000 will constitute full satisfaction of the IMC Defendants' obligations pursuant to this Decree.

15. The Grand Machinery Defendant shall pay the total amount of \$235,000 to the State as follows: (1) an initial payment of \$50,000 within thirty (30) days of the Effective Date of this Decree as defined below; (2) quarterly payments of \$10,000 beginning ninety (90) days after the initial payment and continuing every ninety (90) days thereafter until eighteen such payments are made; (3) a final payment of \$5,000 ninety (90) days after the last such quarterly payment. Payment in full of \$235,000 will constitute full satisfaction of the Grand Machinery Defendant's obligations pursuant to this Decree.

16. The Atlas Defendants shall, in the event of a transfer of all or any part of the Atlas Site, pay to the State 90% of the net proceeds from any and all such transfers. Payment of such sale proceeds to the State shall be due at closing. "Transfer" shall mean sale, assignment, transfer or exchange by the Atlas Defendants of the Atlas Site, where title

to the Atlas Site is transferred for fair consideration. "Transfer" does not include a transfer pursuant to an inheritance or a bequest. "Net proceeds" shall mean the total value of all consideration received by the Atlas Defendants for the transfer, with deduction for only the following costs associated with the completion of the transfer, to the extent such costs are actually paid by the Atlas Defendants: (a) real estate agent commission(s) (not to exceed 3%); (b) any recording fees; (c) the reasonable costs of an appraisal(s) of the Atlas Site; (d) any transfer taxes required by law; and (e) the Atlas Defendants' reasonable attorney fees in connection solely with the transfer. The Atlas Defendants shall neither attempt to, nor actually sell, assign, convey, exchange, bequeath or otherwise encumber the Atlas Site in any way except by means of a transfer, as defined herein. Prior to any transfer as herein defined, the Atlas Defendants shall provide the State with forty-five days (45) days advance notice of the proposed transfer. In the event that the State objects to the transfer on the ground that it is not for fair consideration, the State shall notify the Atlas Defendants within twenty (20) days of receiving notice of the transfer. If there is no resolution of the State's objection, the State may seek to enforce the terms of this paragraph against the Atlas Defendants.

17. The GTEOSI/Sylvania Defendants shall pay the total amount of \$850,000 to the State within forty-five (45) days of the Effective Date of this Decree as defined below. Payment in full of \$850,000 will constitute full satisfaction of the GTEOSI/Sylvania Defendants' obligations pursuant to this Decree.

18. The Vishay/General Instruments Defendants shall pay the total amount of \$775,000 to the State within thirty (30) days of the Effective Date of this Decree as defined

below. Payment in full of \$775,000 will constitute full satisfaction of the Vishay/General Instrument Defendants' obligations pursuant to this Decree.

19. The Sulzer Metco Defendant shall pay the total amount of \$225,000 to the State within thirty (30) days of the Effective Date of this Decree as defined below. Payment in full of \$225,000 will constitute full satisfaction of the Sulzer Metco Defendant's obligations pursuant to this Decree.

20. The payments to the State by the Settling Defendants, except for the Atlas Defendants, shall be allotted as follows: \$2.685 million in past costs and \$1.475 million in natural resource damages. The payment to the State by the Atlas Defendants shall be allocated as follows: sixty-five percent to past costs and thirty-five percent to natural resource damages.

21. Each payment shall be remitted by electronic funds transfer to:

Financial Institution:	M&T Bank, Buffalo, New York
Routing No.:	To be provided to defendants under separate cover
Account Name:	State of NY DEC Revenue Account
Account No.:	To be provided to defendants under separate cover
Site Identifier:	Tishcon Sites, Arkwin Sites, Tishcon-Equity Site, 299 Main Street, IMC Site, Grand Machinery Site, Atlas Site, GTEOSI/Sylvania Site, Vishay/General Instruments Site, or Sulzer Metco Site as applicable
Contact at M&T Bank:	Michael Whalen at 518- 426-6373
Contact at DEC:	Robert Schwank at 518- 402-9365

22. At the time each such payment is remitted, Settling Defendants shall provide written or electronic notice of the remittance in accordance with Paragraph 32 below. Failure to make the payments required in Paragraphs 8-18 in the time period

specified therein shall constitute a default under this Decree, by the Party that fails to make the required payment, but not of the other Settling Defendants.

23. The payment terms under this Decree represent a fair and reasonable contribution by the Settling Defendants toward the total response costs that have been incurred with respect to releases of hazardous substances at or from the Sites and within the NCIA by the State and with regard to natural resource damages with respect to the Sites and the Upgradient Sites. The Parties agree, and this Court by entering this Decree finds, that this Decree has been negotiated in good faith, that settlement of this matter will avoid prolonged and complicated litigation, and that this Decree is fair, reasonable, and in the public interest.

24. Defendants Molloy, Chopra, Elbaz, Gross, and Degenhardt acknowledge and agree that this Consent Decree shall be binding upon their estates, should they pre-decease the performance of their obligations in this Consent Decree.

COVENANTS NOT TO SUE

25. **Covenant Not To Sue Settling Defendants.** For so long as each Settling Defendant complies with all terms of this Decree, and subject to the Reopener in Paragraph 31 of this Decree, the State releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law (other than enforcement of this Decree) against such Party or its respective affiliates, subsidiaries, agents, attorneys, related entities, insurers, predecessors, successors, and assigns, and their respective past, present and future employees, officers and directors, for any matter arising out of or relating to the Matters Addressed including, without limitation,

any claims or causes of action for costs, damages, enforcement costs, interest, indemnification, contribution or attorneys' fees.

26. **Covenant Not To Sue By The Settling Defendants.** Each of the Settling Defendants releases and covenants not to sue, execute judgment, or take any civil, judicial or administrative action under any federal, state, local or common law against the State, or its employees or departments, or to seek against the State any costs, damages, contribution or attorneys' fees arising out of any of the Matters Addressed in this Decree; provided, however, that if the State, pursuant to the Reopener, asserts a claim or commences or continues a cause of action against any of the Settling Defendants with respect to the Arkwin, Tishcon, Tishcon-Equity, Tishcon-C&O, 299 Main Street, IMC, Grand Machinery, Atlas, GTEOSI/Sylvania, Vishay/General Instruments, or Sulzer Metco Sites and/or NCIA, other than to enforce the obligations contained in this Decree, this Paragraph 26 shall not preclude the assertion by such Settling Defendant of any claims, counterclaims, defenses, or other causes of action against the State. Notwithstanding the foregoing, any of the Settling Defendants may assert any claims or causes of action against any person other than the State, to the extent permitted by law, for any costs, damages, contribution or attorney's fees arising out of any of the Matters Addressed in this Decree.

CONTRIBUTION PROTECTION

27. In consideration of each Settling Defendant's compliance with this Decree, the Parties agree that each Settling Defendant is entitled, as of the Effective Date of this Decree, to the full extent of protection from contribution actions or claims as provided by CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law,

extinguishing the potential liability of the Settling Defendants to each other and to persons not party to this Decree for the Matters Addressed. As provided under CERCLA § 113(f), 42 U.S.C. § 9613(f) and New York General Obligations Law § 15-108, and to the extent authorized under any other applicable law, each Settling Defendant shall be deemed to have resolved its liability to the State under applicable law including, without limitation, CERCLA, the New York State Environmental Conservation Law, and common law, for purposes of contribution protection and with respect to the Matters Addressed pursuant to and in accordance with this Decree. As provided under CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2), the Settling Defendants shall not be liable for claims for contribution with respect to the Matters Addressed.

28. Any rights the Settling Defendants may have to obtain contribution or otherwise recover costs or damages from persons not party to this Decree are preserved. In addition, all claims and defenses of the Settling Defendants with respect to all persons other than the State are expressly reserved.

**DISMISSAL OF THE STATE'S CLAIMS
AND RETENTION OF JURISDICTION**

29. All Claims asserted by the State in the Complaint against the Settling Defendants are hereby dismissed with prejudice.

30. For purposes of entry and enforcement of this Decree, the Parties to this Decree agree that the Court has jurisdiction in this matter and shall retain jurisdiction until the Settling Defendants have fulfilled their obligations hereunder.

EFFECT ON LIABILITY OF OTHER PARTIES

31. Nothing in this Consent Decree is intended as a release of, or covenant not to sue with respect to, any person or entity other than the Settling Defendants, their agents,

successors, representatives, heirs, insurers and assigns, and the State expressly reserves its rights to assert in a judicial or administrative forum any claim or cause of action, past or future, in law or in equity, that the State may have against any other person, firm, corporation, or other entity.

REOPENER

32. Notwithstanding any other provision of this Decree and any release, discharge or covenant not to sue that the Settling Defendants may receive from the State, the State reserves, and this Decree is without prejudice to, the right of the State to assert claims (1) against the Settling Defendants (except against the Estate of Daniel Berlin) or costs that may be incurred by the State in the future to the extent that the United States seeks costs from the State arising out of or in connection with the disposal, release, and/or threat of release of hazardous substances at or from the NCIA and/or at or from the sites alleged to have been owned or operated by the Settling Defendants under CERCLA § 104(c)(3), 42 U.S.C. § 9604(c)(3) and applicable federal regulations and guidance documents or (2) against the Settling Upgradient Defendants for costs that may be incurred by the State (but not claims for natural resource damages) in connection with the disposal, release, and/or threat of release of hazardous substances at or from the Upgradient Sites outside of (a) the NCIA or (b) the contaminated groundwater downgradient from the NCIA in the State's OU 3.

NOTIFICATIONS

33. Any notification to the State and the Settling Defendants shall be in writing or by electronic mail and shall be deemed properly given if sent to the following:

As to Arkwin Industries, Inc., Estate of Daniel Berlin, and Thomas Molloy

Suzanne Avena, Esq.
John Martin, Esq.
Garfunkel Wild, P.C.
111 Great Neck Road
Sixth Floor
Great Neck, NY 11021
savena@garfunkelwild.com
jmartin@garfunkelwild.com

As to Tishcon Corp. a/k/a Tishcon Corporation, Kamal Chopra, and Joe Elbaz

Peter D. Aufrichtig, Esq.
Phillip Landrigan, Esq.
McCarthy Fingar LLP
White Plains Office
11 Martine Avenue, 12th Floor
White Plains, NY 10606
peter@mccarthyfingar.com
plandrigan@mccarthyfingar.com

As the Equity Defendant

Barry Cohen, Esq.
Certilman Balin Adler & Hyman, LLP
1393 Veterans Memorial Highway
Suite 301S
Hauppauge, NY 11788
bcohen@certilmanbalin.com

As to the IMC Defendants

Robert R. Lucic, Esq.
John Peltonen, Esq.
Sheehan Phinney Bass + Green PA
1000 Elm Street
P.O. Box 3701
Manchester, NH 03105
rlucic@sheehan.com
jpeltonen@sheehan.com jpeltonen@sheehan.com

As to the 299 Main Street Defendants

Sheila A. Woolson, Esq.
One Gateway Center
Newark, NJ 07102
SWoolson@ebglaw.com
Counsel to Island Transportation Corporation

Charlotte Biblow, Esq.
Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556-1320
cbiblow@farrellfritz.com
Counsel to 2632 Realty Development Corporation

As to the C&O Defendants

Michael Cohen, Esq.
Christopher Hampton, Esq.
Nixon Peabody
50 Jericho Quadrangle
Suite 300
Jericho, NY 11753-2728
mcohen@nixonpeabody.com
champton@nixonpeabody.com

As to the Grand Machinery Defendant

Charlotte Biblow, Esq.
Farrell Fritz, P.C.
1320 RXR Plaza
Uniondale, NY 11556-1320
cbiblow@farrellfritz.com

As to the Atlas Defendants

Theodore W. Firetog, Esq.
Law Offices of Theodore W. Firetog
111 Thomas Powell Boulevard
Farmingdale, NY 11735-2251
tfiretog@eniinternet.com

As to the GTEOSI/Sylvania Defendants

Lisa Rushton, Esq.
Paul Hastings
875 15th Street, N.W.
Washington, D.C. 20005

As the Vishay/General Instruments Defendants

Todd Hooker, Esq.
Laddey, Clark & Ryan LLP
60 Blue Heron Rd., Suite 300
Sparta, NJ 07871
thooker@lclrlaw.com

As to the Sulzer Metco Defendant

Richard P. O'Leary, Esq.
Troutman Sanders, LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0700
richard.oleary@troutmansanders.com

As to the State of New York

Janice A. Dean, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
120 Broadway - 26th Floor
New York, New York 10271
janice.dean@ag.ny.gov

and

Alali Tamuno, Esq.
Office of the General Counsel
New York State Department of Environmental
Conservation
100 Hillside Ave, Suite 1W
White Plains, New York 10603
alali.tamuno@dec.ny.gov

Notification solely of the payments made pursuant to Paragraphs 8-18 above also
shall be sent via electronic mail by the Settling Defendants to:

Dorcey Bennett
New York State Office of the Attorney General
Budget and Fiscal Management Bureau
Revenues & Restitutions Unit
State Capitol, Albany, New York 12224
Dorcey.Bennett@ag.ny.gov

and

Laura Zeppetelli
Director
Bureau of Program Management
Division of Environmental Remediation
New York State Department of Environmental Conservation

625 Broadway, 12th Floor
Albany, New York 12233-7012
laura.zeppetelli@dec.ny.gov

COMPLETE AGREEMENT/SIGNING

34. This Decree constitutes the complete agreement of the Parties. This Decree may not be amended, modified, supplemented, or otherwise changed without the written consent of both the State and the Settling Defendants, and approval of the District Court. This Decree may be signed in counterparts.

EFFECTIVE DATE

35. This Decree shall be effective upon the date that the Court enters this Decree. All times for performance of activities under this Decree shall be calculated from that date.

**STATE OF NEW YORK and JOSEPH
MARTENS, COMMISSIONER OF THE
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**

Dated: August 7, 2014


By: 

Name: Edward McTiernan

Title: Deputy Commissioner and General
Counsel, NYSDEC

ARKWIN INDUSTRIES, INC.

Dated: 4 AUGUST, 2014
New York, New York

By: 
PRESIDENT, its authorized signatory

ESTATE OF DANIEL BERLIN

Dated: AUGUST 11, 2014

William Maglio
_____, its authorized signatory

William Maglio
Executor of the Estate of Daniel Berlin

Dated: 13 August, 2014
New York, New York

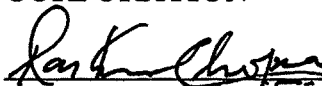
THOMAS MALLOY (sic) MOLLOY

By:

Thomas Molloy

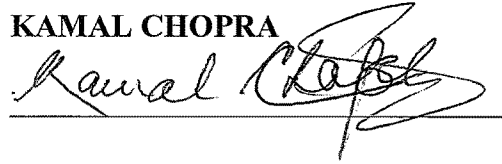
Dated: JULY, 29, 2014
New York, New York

**TISHCON CORP., a/k/a TISHCON
CORPORATION**



_____, its authorized signatory
RAJ K. CHOPRA, CEO

Dated: July 28, 2014
New York, New York

KAMAL CHOPRA

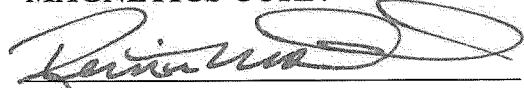
A handwritten signature in black ink, appearing to read "Kamal Chopra", written over a horizontal line.

Dated: 7/29/14, 2014
New York, New York

JOE ELBAZ 

**IMC EASTERN CORPORATION, f/k/a IMC
MAGNETICS CORP.**

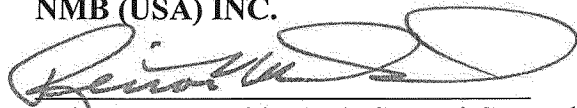
Dated: August 13, 2014
New York, New York

A handwritten signature in black ink, appearing to read 'Reina MacDonald', written over a horizontal line.

Reina MacDonald, VP & General Counsel, its
authorized signatory

Dated: August 13, 2014
New York, New York


NMB (USA) INC.

A handwritten signature in black ink, appearing to read 'Reina MacDonald', written over a horizontal line.

Reina MacDonald, VP & General Counsel, its
authorized signatory

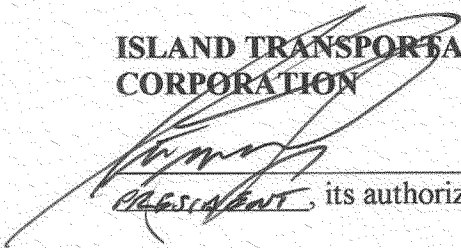
Dated: 8/5/, 2014
New York, New York

EQUITY SHARE I ASSOCIATES, INC.

, Manoj Kumar, General Partner
its authorized signatory

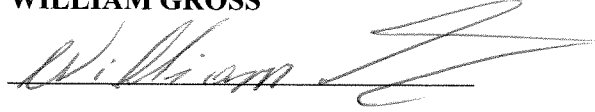
**ISLAND TRANSPORTATION
CORPORATION**

Dated: AUGUST 8th, 2014
New York, New York


PRESIDENT, its authorized signatory


Dated: 8-5, 2014
New York, New York

WILLIAM GROSS

A handwritten signature in cursive script, appearing to read "William Gross", written over a horizontal line.

Dated: 8-5, 2014
New York, New York

C&O REALTY CO.

, its authorized signatory

ATLAS GRAPHICS, INC.

Dated: 8/08, 2014
New York, New York

Richard A. Kleenhardt
_____, its authorized signatory

H.D.P. PRINTING INDUSTRIES CORP.

Dated: 8/08, 2014
New York, New York

Richard A. Dezenbark
_____, its authorized signatory

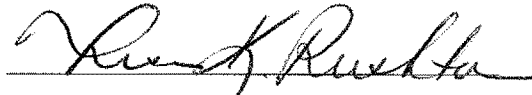
3418
RICHARD DEGENHART

Dated: 8/08, 2014
New York, New York

Richard A. Degenhart

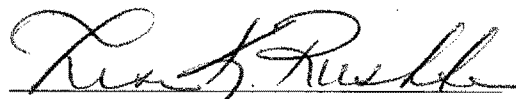
Dated: August 5, 2014
Washington, DC

**GTE OPERATIONS SUPPORT
INCORPORATED, VERIZON
COMMUNICATIONS INC., VERIZON
NEW YORK INC., GTE
CORPORATION, AND GTE
PRODUCTS OF CONNECTICUT
CORPORATION, INDIVIDUALLY
AND AS SUCCESSOR TO GENERAL
TELEPHONE & ELECTRONIC
CORPORATION AND GTE
PRODUCTS CORPORATION**



_____, its authorized signatory


**OSRAM SYLVANIA INC.,
INDIVIDUALLY AND AS SUCCESSOR
TO SYLVANIA ELECTRIC
PRODUCTS INCORPORATED,
SYLVANIA CORNING NUCLEAR
CORPORATION, GTE SYLVANIA
INCORPORATED, AND GTE
PRODUCTS CORPORATION**



_____, its authorized signatory

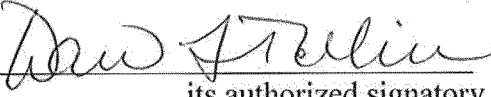
**VISHAY INTERTECHNOLOGY, INC.,
INDIVIDUALLY AND AS ALLEGED
SUCCESSOR TO VISHAY GENERAL
SEMICONDUCTOR, INC, GENERAL
SEMICONDUCTOR, INC, AND GENERAL
INSTRUMENTS CORPORATION;**

Dated: Aug. 7, 2014
New York, New York


_____, its authorized signatory

**VISHAY GSI, INC., INDIVIDUALLY AND AS
SUCCESSOR TO VISHAY GENERAL
SEMICONDUCTOR, INC GENERAL
SEMICONDUCTOR, INC, AND GENERAL
INSTRUMENTS CORPORATION;**

Dated: Aug. 7, 2014
New York, New York

, its authorized signatory

**VISHAY SPRAGUE, INC f/n/a VISHAY MIC
TECHNOLOGY**

Dated: Aug. 7, 2014
New York, New York

Dan F. Rubin
_____, its authorized signatory

OERLIKON METCO (US) INC.

Dated: August 6, 2014
New York, New York

Friedrich Herold, its authorized signatory

Friedrich Herold, PhD.

President

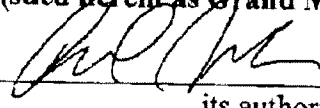
Oerlikon Metco (US) Inc.

Oerlikon Metco
Legal Review

By EH
Date 8/6/14

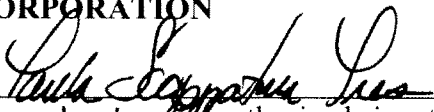
Dated: August 6, 2014
New York, New York

GRAND MACHINERY EXCHANGE, INC.
(sued herein as Grand Machinery, Inc.)


_____, its authorized signatory

**2632 REALTY DEVELOPMENT
CORPORATION**

Dated: 7/30/14, 2014
New York, New York


President is authorized signatory